



Council Communication

TO: HONORABLE MAYOR AND COUNCILMEMBERS

FROM: BRIAN RUFFENTINE, DIVISION CHIEF

THROUGH: COLLIN DEWITT, FIRE CHIEF

MEETING DATE: SEPTEMBER 20TH, 2012

SUBJECT: EXTENSION OF CONTRACT #2010-3002-0332 FO PURCHASING DUTY UNIFORMS

STRATEGIC INITIATIVE: Community Livability

This Council Communication supports our Community Livability Strategic Initiative by ensuring that our Fire Department members have a professional appearance as they serve the public.

LEGAL REVIEW

☒ Complete

☐ N/A

FINANCIAL REVIEW

☒ Complete

☐ N/A

RECOMMENDED MOTION

MOTION TO APPROVE A BID WAIVER AND EXTEND CONTRACT #2010-3002-0332 FOR PURHCASING DUTY UNIFORMS WITH UNITED FIRE EQUIPMENT FOR A TERM OF 4 MONTHS AND AUTHORIZE THE MAYOR TO EXECUTE THE REQUIRED DOCUMENTS.

BACKGROUND/DISCUSSION

The Town of Gilbert ("Gilbert") entered into a contract with United Fire Equipment on July 27th, 2010 for purchasing duty uniforms. This Contract includes an option to renew for an additional year term. The current contract ended August 14th, 2012. Gilbert will require these services in this fiscal year as well as the next fiscal year. Gilbert participated over the past two months in a RFP conducted by the City of Chandler in hopes to secure a Cooperative Contract with a uniform vendor. The City of Chandler's RFP yielded an outcome that is not in the best interest of the Town of Gilbert. A Bid Waiver is necessary to for the contract extension and will allow us to acquire duty uniforms while we proceed

with a Gilbert RFP. Bid Waiver requests from Council in accordance with 2-360b(13) of the Purchasing Code.

The Contract was reviewed for form by Attorney Susan Goodwin.

FINANCIAL IMPACT

The Contract price will remain the same upon extension.

Based on the above, the total Contract price for the extension term will be variable, but not to exceed FY2013 budget amount of \$126,000.00. Funds in the FY2013 Section budget account #110100.30020300.5388 are budgeted for such expense. The amount of remaining funds not used during this extension will be transferred to the selected vendor of a completed RFP Process

The financial impact was reviewed by Kurt Sharp, Budget Analyst.

STAFF RECOMMENDATION

Staff recommends that the Town Council offers a Bid Waiver and extends Contract #2010-3002-0332 for Purchasing Duty Uniforms for a term of 4 months.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'Brian Ruffentine', with a long horizontal line extending to the right.

Brian Ruffentine
Division Chief

Attachments and Enclosures:

Due Diligence Checklist for Renewal

Contract # 2010-3002-0332
Contract Name: Uniform Contract
Contractor: United Fire Equipment

Original Contract Term: One Year with (4) renewals

Extension Term: 4 Months

Will contract prices be increased for the Extension Term? Yes No X
Does contract provide for a CPI price increase on renewal? Yes No X
Does contract give the Town discretion to approve price increase requested by contractor? Yes X No If so, attach contractor's written request.
Describe proposed price increase: No Price increase is proposed

Will areas be added or deleted during the Extension Term? Yes No X
If areas will be added, will the Contractor be paid using an existing contract unit price (for example: price/square foot or price/hour)? Yes No
If No, then the Town Council must approve renewal.

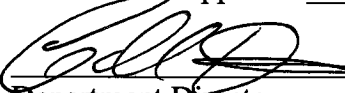
Have you checked current pricing offered by other contractors?
Yes No X Attach copies of your research.

Did you contact Jess Romney, Purchasing Specialist, for assistance on comparing pricing? Yes No Attach copy of his response.

Additional comments: Contract Extension gives the Fire Department the ability to continue to purchase uniforms until January 1st, 2013 while we pursue a RFP for a new Uniform Contract.

Form completed by: Brian Ruffentine Telephone No. (480) 503-6901

Renewal is: Approved Denied Provide me with More Information



Department Director

9-10-12

Date

Copy to: Town Clerk's Office

September 6, 2012

United Fire Equipment
Tanya Rush
125 West Gemini Drive, Suite E7
Tempe, AZ 85283

Re: Extension of Contract 2010-3002-0332

Dear Mrs. Rush

This letter constitutes written notice by the Town of Gilbert of its intention to Extend the Uniform Contract #2010-3002-0332 dated July 27th, 2010 for the period commencing September 20th, 2012 and continuing through January 1st, 2013.

It is our understanding that your company is willing to renew the Contract with the current pricing.

If you agree to extend the current contract subject to the changes as set forth in the enclosed Extension, please return the enclosed Extension to us along with your renewed current commercial application certification, business or contractor license, performance bond, labor and materials bond, and certificate of insurance as required in the contract no later than September 11th, 2012.

The Town Council is expected to act on this request at its meeting on September 20th, 2012.

Please contact me immediately at (480) 620-2797 if you should have any questions.

Sincerely,



Brian Ruffentine
Division Chief, Gilbert Fire Department

Attachments: Extension Contract

EXTENSION OF GILBERT
CONTRACT #2010-3002-0332

WHEREAS, the Town of Gilbert, a municipal corporation organized and existing under and by virtue of the laws of the State of Arizona, hereinafter referred to as "Gilbert" and United Fire Equipment, hereinafter designated as "Contractor" entered into a Contract for Uniforms dated July 27th, 2010; and

WHEREAS, Gilbert and Contractor have mutually agreed to Extend the Contract for a term and price specified below;

NOW, THEREFORE, the parties agree as follows:

1. The Contract for Uniforms entered into by Gilbert and Contractor on July 27th, 2010, is hereby renewed for a period of 4 months commencing September 20th, 2012 and continuing through January 1st, 2013("the Extended Term").

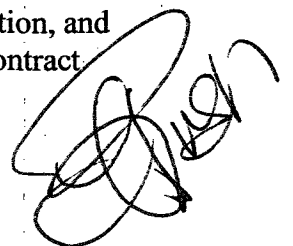
2. The Contract is renewed for the Renewal Term with the current pricing, as set forth in Exhibit A.

3. As part of this renewal, Contractor shall provide Gilbert with current commercial application certification, business or contractor license, performance bond, labor and material bond, and insurance certificates, as required in the Contract Documents. Copies of such documents are attached hereto.

4. During the Extension Term, the following additional terms and conditions apply:

a. : Late Invoices. Gilbert reserves the right to deduct up to ten percent (10%) from the invoiced amount for any invoice submitted more than sixty (60) days after the services or supplies are provided. Invoices for the month of July shall be submitted on or before August 1st. Invoices submitted after the close out of the fiscal year (August 1st) shall not be paid by Gilbert.

c. Immigration Law Compliance Warranty. As required by A.R.S. § 41-4401, Contractor hereby warrants its compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A). Contractor further warrants that after hiring an employee, Contractor verifies the employment eligibility of the employee through the E-Verify program. If Contractor uses any subcontractors in performance of the Work, subcontractors shall warrant their compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A), and subcontractors shall further warrant that after hiring an employee, such subcontractor verifies the employment eligibility of the employee through the E-Verify program. A breach of this warranty shall be deemed a material breach of the Contract that is subject to penalties up to and including termination of the Contract. Contractor is subject to a penalty of \$100 per day for the first violation, \$500 per day for the second violation, and \$1,000 per day for the third violation. Gilbert at its option may terminate the Contract.



after the third violation. Contractor shall not be deemed in material breach of this Contract if the Contractor and/or subcontractors establish compliance with the employment verification provisions of Sections 274A and 274B of the federal Immigration and Nationality Act and the E-Verify requirements contained in A.R.S. § 23-214(A). Gilbert retains the legal right to inspect the papers of any Contractor or subcontractor employee who works on the Contract to ensure that the Contractor or subcontractor is complying with the warranty. Any inspection will be conducted after reasonable notice and at reasonable times. If state law is amended, the parties may modify this paragraph consistent with state law.

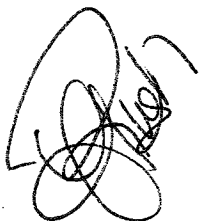
d. : Sudan and Iran. Contractor warrants that he/she does not have scrutinized business operations in Sudan or Iran, as prohibited by A.R.S. §§ 35-391.06 and 35-393.06, and further acknowledge that any subcontractor who is contracted by Contractor to perform work pursuant to this Contract shall warrant that they do not have scrutinized business operations in Sudan or Iran.

e. Equal Treatment of Workers. Contractor shall keep fully informed of all federal and state laws, county and local ordinances, regulations, codes and all orders and decrees of bodies or tribunals having any jurisdiction or authority, which in any way affect the conduct of the work. Contractor shall at all times observe and comply with all such laws, ordinances, regulations, codes, orders and decrees; this includes, but is not limited to laws and regulations ensuring equal treatment for all employees and against unfair employment practices, including the Occupational Safety and Health Administration ("OSHA") and the Fair Labor Standards Act ("FLSA"). Contractor shall protect and indemnify Gilbert and its representatives against any claim or liability arising from or based on the violation of such, whether by Contractor or its employees.

f. : Emergency Response.

(i) Response. Gilbert is an emergency response organization. Contractor services or supplies may be required in case of an emergency involving a sudden, immediate threat of danger to the public health, welfare or property in Gilbert ("local emergency") or in the case where the Mayor of Gilbert, the mayor or governing body of another municipality in Maricopa County, the Maricopa County Board of Supervisors, the State, or the President of the U.S. has declared an emergency ("State of Emergency"). In the event of a local emergency or State of Emergency, Gilbert may require Contractor to provide services or supplies as rapidly as possible and to such locations as directed by Gilbert when necessary to protect the public health and welfare and/or property. Contractor shall not be required to respond to the extent response is not feasible due to Acts of God or other factors beyond its control.

(ii) Emergency Contact. Contractor shall provide the designated Gilbert Emergency Management Coordinator at (480) 503-6333 and the designated Gilbert representative with a contact point (name, cell phone number, e-mail and facsimile number) who can be reached on a 24 hour/7 days a week basis so that effective response can be initiated. Contractor's contact person(s) must be able to



communicate with Gilbert within one (1) hour from the time the contact person is telephoned by Gilbert.

6. All other provisions of the Contract shall remain in full force and effect.

AGREED TO and ENTERED THIS ____ day of _____, 20__.

TOWN OF GILBERT

OPTIONS:

Mayor

ATTEST:

Catherine A. Templeton, Town Clerk

CONTRACTOR

Tanya Rush 9/6/12
Its: _____

APPROVED AS TO FORM:

Curtis, Goodwin, Sullivan, Udall
& Schwab, P.L.C., Town Attorneys
By: _____

8/10/2010

Attn: Wes Kemp / copy retained

AGREEMENT
TO PROVIDE SERVICES/SUPPLIES PURSUANT TO A
COOPERATIVE PURCHASING CONTRACT
#2010-3002-0332

This Agreement is made and entered into by and between the Town of Gilbert, Arizona, a municipal corporation, hereinafter designated as "Gilbert" and United Fire Equipment, a private corporation hereinafter designated as the "Contractor"

Recitals:

- A. Contractor has contracted with the City of Chandler to provide uniform services, materials and/or equipment pursuant to Contract No. FA9-340-2643 (the Cooperative Purchasing Contract); and
- B. Pursuant to A.R.S. § 41-2631 et seq. and Gilbert Municipal Code § 2-357, Gilbert has authority to utilize cooperative purchasing contracts and engage contractors under the terms thereof.

CONTRACTOR AND GILBERT, FOR THE CONSIDERATION
HEREINAFTER SET FORTH, PROMISE, COVENANT AND AGREE AS FOLLOWS:

1. Scope of Work

1.1 Contractor shall provide the following services, materials and/or equipment: Fire department with uniform garments as described in the Cooperative Purchasing Contract documents attached hereto as **Exhibit A**, which are incorporated herein by reference. As used in this Contract, all references to the City of Chandler shall mean the Town of Gilbert, Arizona

1.2 Contractor shall comply with all specific requirements and/or options of Gilbert, as specified in **Exhibit B** attached hereto and incorporated herein by reference.

2. Ordering Process. The Contractor shall implement a web-based ordering process with individual accounts for each GILBERT employee no later than 90 days from date of execution of agreement. Web-based ordering shall allow access to all GILBERT accounts for GILBERT program/contract administrator.

3. Completion of Work. The Contractor shall process and deliver all orders no later than twenty one (21) working days from the date the order is placed.

4. Payment Payment to the Contractor for the services, materials and/or equipment provided, shall be made in accordance with the price list and terms set forth in the Cooperative Purchasing Contract.

5. Terms of Cooperative Purchasing Contract Apply. All provisions of the Cooperative Purchasing Contract documents are incorporated in and shall apply to this Contract as though fully set forth herein, except as otherwise provided for in this Agreement.

6. Contract Term and Renewal. This Purchase Contract shall commence upon approval and shall be coterminous with the underlying City of Chandler Contract. If the underlying City of Chandler Contract is renewed, the renewal shall apply to this agreement. The Contract term is one (1) year, with an option to renew for one (1) additional one (1) year term. If this Contract is renewed, the Contract fee shall be adjusted as provided for in the Cooperative Purchasing Contract.

IN WITNESS WHEREOF, the parties have hereunto subscribed their names this
27th day of July, 2010

TOWN OF GILBERT:

By:

Mayor

CONTRACTOR:

By:

Branch Manager

ATTEST:

Town Clerk

2010-3002-0332

AMENDMENT NUMBER THREE
TO AGREEMENT #FA9-340-2843 BETWEEN THE CITY OF CHANDLER AND UNITED
FIRE EQUIPMENT COMPANY
FOR FIRE UNIFORMS

This Amendment #3 to that certain Agreement between the City of Chandler (CITY) and
United Fire Equipment Company for fire uniforms dated August 15, 2009 and is entered
into this 1 day of July 2011.

August

NOW THEREFORE, the parties agree as follows:

1. Section 8 is hereby amended to extend the contract for one year for the term
August 15, 2011 through August 14, 2012.
2. All terms and conditions in the original Agreement not specifically amended herein
shall be incorporated by reference in its entirety and shall remain in full force and
effect.

IN WITNESS WHEREOF, the parties have hereunto subscribed their names this
1 day of July 2011.

August

CITY OF CHANDLER:

By:

[Signature]
Mayor

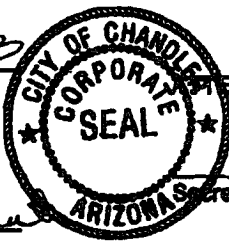
CONSULTANT:

By:

[Signature]
Title: Branch Manager

APPROVED AS TO FORM:

[Signature]
City Attorney



TEST: (If corporation)

ATTEST:

[Signature]
City Clerk

WITNESS: (If individual or
Partnership)

[SEAL]

Notices: All notices required under the Contract shall be sent to:

Town Manager
Town of Gilbert
50 E. Civic Center Drive
Gilbert, Arizona 85296

Delivery Location: Unless items are in-stock and immediately available for in-store orders, all orders shall be shipped at no additional cost to Gilbert Fire Department, Resource Management, 2760 E Williams Field Road, Gilbert AZ 85296. All shipments shall include a packing slip attached to each order AND shall include a duplicate packing slip addressed to Fire Administration.

Immigration Law Compliance Warranty: As required by A.R.S. § 41-4401, Contractor hereby warrants its compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A). Contractor further warrants that after hiring an employee, Contractor verifies the employment eligibility of the employee through the E-Verify program. If Contractor uses any subcontractors in performance of the Work, subcontractors shall warrant their compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A), and subcontractors shall further warrant that after hiring an employee, such subcontractor verifies the employment eligibility of the employee through the E-Verify program. A breach of this warranty shall be deemed a material breach of the Contract that is subject to penalties up to and including termination of the Contract. Contractor is subject to a penalty of \$100 per day for the first violation, \$500 per day for the second violation, and \$1,000 per day for the third violation. Gilbert at its option may terminate the Contract after the third violation. Contractor shall not be deemed in material breach of this Contract if the Contractor and/or subcontractors establish compliance with the employment verification provisions of Sections 274A and 274B of the federal Immigration and Nationality Act and the E-Verify requirements contained in A.R.S. § 23-214(A). Gilbert retains the legal right to inspect the papers of any Contractor or subcontractor employee who works on the Contract to ensure that the Contractor or subcontractor is complying with the warranty. Any inspection will be conducted after reasonable notice and at reasonable times. If state law is amended, the parties may modify this paragraph consistent with state law.

Emergency Contact: Gilbert is an emergency response organization. Contractor services or supplies may be required in case of an emergency involving a sudden, immediate threat of danger to the public health, welfare or property in Gilbert ("local emergency") or in the case where the Mayor of Gilbert, the mayor or governing body of another municipality in Maricopa County, the Maricopa County Board of Supervisors, the State, or the President of the U.S. has declared an emergency ("State of Emergency"). In the event of a local emergency or State of Emergency, Gilbert may require Contractor to provide services or supplies as rapidly as possible and to such locations as directed by Gilbert when necessary to protect the public health and welfare and/or property. Contractor shall not be required to respond to the extent response is not feasible due to Acts of God or other factors beyond its control. Contractor shall provide the designated Gilbert Emergency Management Coordinator at (480) 503-6333 and the designated

Gilbert representative with a contact point (name, cell phone number, e-mail and facsimile number) who can be reached on short notice so that effective response can be initiated

Equal Treatment of Workers: Contractor shall keep fully informed of all federal and state laws, county and local ordinances, regulations, codes and all orders and decrees of bodies or tribunals having any jurisdiction or authority, which in any way affect the conduct of performance under the Agreement. Contractor shall at all times observe and comply with all such laws, ordinances, regulations, codes, orders and decrees; this includes, but is not limited to laws and regulations ensuring equal treatment for all employees and against unfair employment practices, including the Occupational Safety and Health Administration ("OSHA") and the Fair Labor Standards Act ("FLSA"). Contractor shall protect and indemnify Gilbert and its representatives against any claim or liability arising from or based on the violation of such, whether by Contractor or its employees /

EXHIBIT A

CITY OF CHANDLER PURCHASE CONTRACT FIRE DEPARTMENT UNIFORMS AGREEMENT NO. FA9-340-2643

THIS AGREEMENT is made and entered into this 17 day of July, 2008, by and between the City of Chandler, a Municipal Corporation of the State of Arizona, hereinafter referred to as "CITY", and United Fire Equipment Company, hereinafter referred to as "CONTRACTOR"

NOW THEREFORE, in consideration of the mutual promises and obligations set forth herein, the parties hereto agree as follows:

1. CONTRACT ADMINISTRATION AND OPERATION:

- 1.1. **Contract Administrator:** CONTRACTOR shall act under the authority and approval of the Fire Department Battalion Chief /designee (Contract Administrator), to provide the goods and merchandise required by this Contract.
- 1.2. **Ordering Instructions:** Authorized fire department employees may purchase any combination of items covered under this contract by telephone, fax or in person.
- 1.3. **Tracking Capability.** CONTRACTOR shall furnish tracking capability to ensure that no employee exceeds their annual uniform allowance. Tracking system shall track each eligible Fire Department employees' annual allowance to ensure that the employee has not overspent their own allowance and have the ability to produce usage reports to be provided to Chandler Fire Department for budget monitoring
- 1.4. **Invoicing Instructions:** CONTRACTOR shall submit a monthly invoice for all authorized purchases to the Chandler Fire Department (CFD) for payment. At a minimum, the employee's name, date of purchase, items purchased, dollar amount to be paid by the CITY (total dollar amount purchased less employee paid amount), shall be noted on the invoice. CFD will use invoices submitted to track employee expenditures internally. Reports from the vendor's tracking system may be requested monthly.

2. GOODS AND SERVICES TO BE PROVIDED: CONTRACTOR shall provide to CITY the goods and services listed on Exhibit A, attached hereto and made a part hereof by reference, at the prices listed, all as more specifically set forth in the Specifications and details included therein.

- 2.1. **Safety Standards:** All items supplied pursuant to this contract must comply with the current applicable occupational safety and health standards of the State of Arizona Industrial Commission, the National Electric Code, and the National Fire Protection Association Standards.
- 2.2. **Non-Discrimination.** The CONTRACTOR shall comply with State Executive Order No. 99-4 and all other applicable City, State and Federal laws, rules and regulations, including the Americans with Disabilities Act
- 2.3. **Product Discontinuance:** In the event that a required product or model is discontinued by the manufacturer, CITY at its sole discretion may allow CONTRACTOR to provide a substitute for the discontinued item. CONTRACTOR shall request permission to substitute a new product or model and provide the following:
 - A formal announcement from the manufacturer that the product or model has been discontinued.
 - Documentation from the manufacturer that names the replacement product or model.
 - Documentation that provides clear and convincing evidence that the replacement will be compatible with all the functions or uses of the discontinued product or model.

- Documentation confirming that the price for the replacement is the same as or less than the discontinued model

If requested by CITY, CONTRACTOR shall provide a sample of the replacement product.

- 2.4. **Licenses:** CONTRACTOR shall maintain in current status all Federal, State and local licenses and permits required for the operation of the business conducted by CONTRACTOR as applicable to this contract.
- 2.5. **Contract Orders:** CONTRACTOR shall, in accordance with all terms and conditions of this Contract, fully perform and shall be obligated to comply with all contract orders received by CONTRACTOR prior to the expiration or termination hereof, unless otherwise directed in writing by the Contract Administrator, including, without limitation, all contract orders received prior to but not fully performed and satisfied at the expiration or termination of this Contract.
- 2.6. **Advertising, Publishing and Promotion of Contract:** The CONTRACTOR shall not use, advertise or promote information for commercial benefit concerning this Contract without the prior written approval of the Procurement Officer
- 2.7. **Compliance With Applicable Laws:** CONTRACTOR shall comply with all applicable Federal, state and local laws, and with all applicable license and permit requirements.
- 2.8. **Payment.** A detailed invoice shall be issued each month listing item numbers, description of items, sizes, quantities, unit prices, applicable taxes and extended totals for products/services provided. No payment will be issued prior to receipt of goods and/or services and receipt of a correct invoice.
- 2.9. **Estimated Quantities.** The quantities shown on Exhibit A are estimates only, based upon available information. Payment shall be based on actual quantities and there is no guarantee that any certain quantity shall be required by CITY. CITY reserves the right to increase or decrease the quantities actually required.
- 2.10. **New/Current Products.** All goods, equipment, materials, parts and other components supplied pursuant to this Contract shall be new, or the latest model and of the most suitable grade for the purpose intended.
- 2.11. **New Products.** New products announced by manufacturers on contract may be submitted by the CONTRACTOR for add-ons to the existing contract. Pricing shall be equivalent to the percentage discount for each brand or class of product originally offered.
- 2.12. **Delivery.** CONTRACTOR shall deliver any non-stocked item within fifteen (15) days of the original order. CONTRACTOR shall deliver special orders (unusual sizes) within thirty (30) days of the original order. CONTRACTOR shall ship orders to each employee's home address at no additional charge, if requested by the employee.
3. **WARRANTY:** CONTRACTOR shall warranty all pants and shirts against fading for one year. CONTRACTOR shall state the warranty for all other items. Items not meeting the stated warranty shall be replaced by the CONTRACTOR at no charge to the City.
4. **ACCEPTANCE AND DOCUMENTATION:** All goods are subject to final inspection and acceptance by CITY. Material failing to meet the requirements of this Contract will be held at CONTRACTOR's risk and may be returned to CONTRACTOR. If so returned, the cost of transportation, unpacking, inspection, repacking, reshipping or other like expenses are the responsibility of CONTRACTOR. CITY may elect to do any or all of the following: Waive the non-conformance; stop the work immediately; or bring the material into compliance. Defective

Products. All defective products shall be replaced and exchanged by CONTRACTOR. The cost of transportation, unpacking, inspection, repacking, reshipping or other like expenses shall be paid by the CONTRACTOR. All replacement products must be received by CITY within seven (7) days of initial notification.

- 4.1. Records.** The CONTRACTOR shall retain all data and other "records" relating to the acquisition and performance of the Contract for a period of five years after the completion of the Contract.
- 4.2. Audit.** At any time during the term of this Contract and five (5) years thereafter, CONTRACTOR's books and records shall be subject to audit by CITY to the extent that the books and records relate to the performance of the Contract or Subcontract. Upon request, CONTRACTOR shall produce a legible copy of any or all such records.
- 5. PRICE:** CITY shall pay to CONTRACTOR an amount not to exceed ~~One hundred fifty-nine thousand one hundred~~ Dollars (\$159,100) for the completion of all the work and services described herein, which sum shall include all costs or expenses incurred by CONTRACTOR, payable as set forth in Exhibit A, attached hereto and made a part hereof by reference.
- 5.1. Pricing:** Prices stated include all freight, insurance, warranty costs, and any other applicable costs.
- 5.2. Delivery:** All prices are F.O.B Destination and include all delivery and unloading at the specified destinations. CONTRACTOR shall retain title and control of all goods until they are delivered and accepted by CITY. All risk of transportation and all related charges shall be the responsibility of CONTRACTOR. All claims for visible or concealed damage shall be filed by CONTRACTOR. CITY will notify CONTRACTOR promptly of any damaged goods and shall assist CONTRACTOR in arranging for inspection.
- 5.3. Risk of Loss:** CONTRACTOR shall bear all loss of conforming material covered under this Contract until received by authorized personnel at the location designated in the purchase order or Contract. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming materials shall remain with CONTRACTOR regardless of receipt.
- 5.4. Taxes:** CONTRACTOR shall be solely responsible for any and all tax obligations, which may result out of CONTRACTOR'S performance of this Contract. CITY shall have no obligation to pay any amounts for taxes, of any type, incurred by CONTRACTOR.
- 5.5. IRS W9 Form.** In order to receive payment CONTRACTOR shall have a current I R.S. W9 Form on file with CITY, unless said form is not required by law.
- 5.6. Price Adjustment (Annual).** All prices offered herein shall be firm against any increase for one (1) year from the effective date of the Contract. Prior to commencement of subsequent renewal terms, CITY will entertain a fully documented request for price adjustment. The requested increase shall be based upon a cost increase to CONTRACTOR that was clearly unpredictable at the time the Contract was executed directly correlated to the price of the product concerned.
- 5.7. Acceptance by CITY.** CITY reserves the right to accept or reject the request for a price increase. If CITY approves the price increase, the price shall remain firm for the renewal term for which it was requested. If a price increase is agreed upon a written Contract Amendment must be approved and executed by the Parties.
- 5.8. Price Reduction.** CONTRACTOR shall offer CITY a price reduction for its products concurrent with a published price reduction made to other customers.

6. **TERM:** The contract term is for a one year period subject to mutually agreed upon additional successive periods of a maximum twelve months per extension with a maximum aggregate including all extensions not to exceed four (4) years. Additionally, the contract may be extended unilaterally for a period of thirty-one days or a portion thereof
7. **USE OF THIS CONTRACT:** The Contract is for the sole convenience of the City of Chandler CITY reserves the rights to obtain like goods and materials from another source to secure significant cost savings or when timely delivery cannot be met by CONTRACTOR.
 - 7.1. **Emergency Purchases:** CITY reserves the right to purchase from other sources those items which are required on an emergency basis and cannot be supplied immediately by the CONTRACTOR
 - 7.2. **Cooperative Use of Contract.** In addition to the City of Chandler and with approval of the contracted CONTRACTOR, this Contract may be extended for use by other municipalities, school districts and government agencies of the State. A current listing of eligible entities may be found at www.maricopa.gov/materials and then click on 'Contracts', 'S.A.V.E' listing and 'ICPA'. Any such usage by other entities must be in accordance with the ordinance, charter and/or procurement rules and regulations of the respective political entity
8. **CITY'S CONTRACTUAL REMEDIES:**
 - 8.1. **Right to Assurance:** If CITY in good faith has reason to believe that CONTRACTOR does not intend to, or is unable to perform or continue performing under this Contract, the Procurement Officer may demand in writing that CONTRACTOR give a written assurance of intent to perform. Failure by CONTRACTOR to provide written assurance within the number of Days specified in the demand may, at CITY's option, be the basis for terminating the Contract under the Uniform Terms and Conditions or other rights and remedies available by law or provided by the contract
 - 8.2. **Non-exclusive Remedies:** The rights and the remedies of CITY under this Contract are not exclusive.
 - 8.3. **Nonconforming Tender:** Goods, materials or merchandise supplied under this Contract shall fully comply with this Contract and the specifications included herein. The delivery of goods, materials or merchandise or any portion thereof that do not fully comply constitutes a breach of contract. On delivery of nonconforming goods, materials or merchandise, CITY may terminate the Contract for default under applicable termination clauses in the Contract, exercise any of its rights and remedies under the Uniform Commercial Code, or pursue any other right or remedy available to it.
 - 8.4. **Right of Offset:** CITY shall be entitled to offset against any sums due to CONTRACTOR, any expenses or costs incurred by CITY, or damages assessed by CITY concerning CONTRACTOR's non-conforming performance or failure to perform the Contract, including costs and damages incurred by CITY
9. **TERMINATION:**
 - 9.1. **Termination for Convenience:** CITY reserves the right to terminate this Agreement or any part thereof for its sole convenience with thirty (30) days written notice. In the event of such termination, CONTRACTOR shall immediately stop all work hereunder, and shall immediately cause any of its suppliers and subCONTRACTORS to cease such work. As compensation in full for services performed to the date of such termination, the CONTRACTOR shall receive a fee for the percentage of services actually performed. This fee shall be in the amount to be mutually agreed upon by the CONTRACTOR and CITY, based on the agreed Scope of Work. If there is no mutual agreement, the Management Services Director shall determine the percentage of work performed under each task detailed in the Scope of Work and the CONTRACTOR'S

compensation shall be based upon such determination and CONTRACTOR'S fee schedule included herein.

9.2. Termination for Cause: City may terminate this Agreement for Cause:

Upon the occurrence of any one or more of the following events:

- 1) If CONTRACTOR fails to perform pursuant to the terms of this Agreement
- 2) If CONTRACTOR is adjudged a bankrupt or insolvent;
- 3) If CONTRACTOR makes a general assignment for the benefit of creditors;
- 4) If a trustee or receiver is appointed for CONTRACTOR or for any of CONTRACTOR'S property;
- 5) If CONTRACTOR files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or similar laws;
- 6) If CONTRACTOR disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction;
- 7) Where Agreement has been so terminated by CITY, the termination shall not affect any rights of CITY against CONTRACTOR then existing or which may thereafter accrue.

9.3. Termination for Misrepresentation. CITY may, upon written notice, terminate this Contract for any attempt by CONTRACTOR to represent any goods or materials not specifically awarded as being under contract with the CITY of Chandler. Any such action is subject to the legal and contractual remedies available to CITY inclusive of, but not limited to, contract cancellation, suspension and/or debarment of CONTRACTOR

9.4. Cancellation for Conflict of Interest: Pursuant to A.R.S § 38-511, CITY may cancel this Contract after Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of CITY is or becomes at any time while the Contract or an extension of the Contract is in effect an employee of or a consultant to any other party to this Contract with respect to the subject matter of the Contract. The cancellation shall be effective when the CONTRACTOR receives written notice of the cancellation unless the notice specifies a later time.

9.5. Gratuities: CITY may, by written notice, terminate this Contract, in whole or in part, if CITY determines that employment or a Gratuity was offered or made by the CONTRACTOR or a representative of the CONTRACTOR to any officer or employee of CITY for the purpose of influencing the outcome of the procurement or securing the Contract, an amendment to the Contract, or favorable treatment concerning the Contract, including the making of any determination or decision about contract performance. CITY, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three times the value of the Gratuity offered by the CONTRACTOR

9.6. Suspension or Debarment: CITY may, by written notice to the CONTRACTOR, immediately terminate this Contract if CITY determines that the CONTRACTOR has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a Sub-CONTRACTOR of any public procurement unit or other governmental body. Submittal of an offer or execution of a contract shall attest that the CONTRACTOR is not currently suspended or debarred. If the CONTRACTOR becomes suspended or debarred, the CONTRACTOR shall immediately notify CITY.

- 9.7. Continuation of Performance Through Termination:** The CONTRACTOR shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.
- 9.8. No Waiver:** Either party's failure to insist on strict performance of any term or condition of the Contract shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.
- 9.9. Availability of Funds for the next Fiscal Year.** Funds may not presently be available under this agreement beyond the current fiscal year. No legal liability on the part of the CITY for services may arise under this agreement beyond the current fiscal year until funds are made available for performance of this agreement. The CITY may reduce services or terminate this agreement without further recourse, obligation, or penalty in the event that insufficient funds are appropriated. The City Manager shall have the sole and unfettered discretion in determining the availability of funds.
- 10. FORCE MAJEURE:** Neither party shall be responsible for delays or failures in performance resulting from acts beyond their control. Such acts shall include, but not be limited to, acts of God, riots, acts of war, epidemics, governmental regulations imposed after the fact, fire, communication line failures, power failures, or earthquakes.
- 11. ALTERNATE DISPUTE RESOLUTION:** Notwithstanding anything to the contrary provided elsewhere in the Agreement documents, the alternate dispute resolution (ADR) process provided herein shall be the exclusive initial means for resolution of claims or disputes and other matters in question between CITY and CONSULTANT arising out of, or relating to the Agreement documents, interpretation of the Agreement, or the performance or the breach by any party thereto, including but not limited to, original claims or disputes asserted as cross claims, counterclaims, third party claims or claims for indemnity or subrogation, in any threatened or ongoing litigation or arbitration with third parties, if such disputes involve parties to Agreements containing this ADR provision.

A. INTERNAL RESOLUTION PROCESS

- 1. Notice:** CONSULTANT shall submit written notice of any claim or dispute to the Purchasing Manager within thirty (30) days of the occurrence, event or disputed response from CITY for immediate resolution pursuant to these provisions. Each claim or dispute shall be submitted and resolved as they occur and not postponed until the end of the Agreement nor lumped together with other pending claims.
- 2. Forfeiture:** Failure to submit a notice of any claim, dispute, or other issue within such thirty (30) days shall constitute CONSULTANT'S forfeiture of its right to dispute the issue, raise the claim or make the request and shall also constitute CONSULTANT'S agreement and acceptance of CITY'S position.
- 3. CITY Response:** The Agreement Administrator will provide to CONSULTANT a written response to any claim, request for clarification or dispute on or before thirty (30) days from receipt of CONSULTANT'S written claim.
- 4. Appeal:** If CONSULTANT disagrees with the response of the Purchasing Manager, within fifteen days of the date of the response by the Agreement Administrator, CONSULTANT shall file with the Assistant Management Services Director, written notice of appeal. The Purchasing Manager shall provide copies of all relevant information concerning the Agreement and claim or dispute to the Assistant Management Services Director who will determine the appeal. The Assistant Management Services Director may request additional information from either party, may hold an informal informational hearing or may make the

determination based on the information provided. The Assistant Management Services Director shall make a final determination of the appeal and provide written notice to CONSULTANT within sixty (60) days from the date of CONSULTANT'S written notice of appeal.

B. ARBITRATION

- 1. Arbitration:** If CONSULTANT is not satisfied with the determination of the Assistant Management Services Director, the following binding arbitration procedure shall serve as the exclusive method to resolve all unresolved disputes in which the claims are for \$500,000 or less except for errors of law which may be appealed if an award exceeds \$100,000 and is based on an error of law. If CONSULTANT chooses not to accept the decision of the Assistant Management Services Director, CONSULTANT shall notify the Agreement Administrator in writing within ten (10) business days of receipt of the Assistant Management Services Director's decision of a request for arbitration. The CONSULTANT shall post a cash bond with the Arbitrator in the amount of \$5,000, or a greater amount as determined by the Arbitrator, that will defray the cost of the arbitration as set forth in paragraph E, Fees and Costs, and proceeds from said bond shall be allocated in accordance with said paragraph by the Arbitrator.
- 2. Arbitration Panel:** The Arbitration Panel shall consist of the arbitrators selected by the parties involved in the dispute, (i.e., CITY will select one arbitrator, CONSULTANT will select one arbitrator, and any other CONSULTANT who has a Agreement with CITY which contains this ADR provision and is a party to the same dispute will also select an arbitrator), and the foregoing arbitrators shall select a neutral Arbitrator who will hear the matter and make a final determination, as set forth herein.
- 3. Expedited Hearing:** The parties have structured this procedure with the goal of providing for the prompt and efficient resolution of all disputes falling within the purview of this ADR process. To that end, any party can petition the Arbitrator to set an expedited hearing if circumstances justify it. The Arbitrator shall contact the parties and schedule the arbitration at the earliest possible date. In any event, the hearing of any dispute not expedited will commence as soon as practical, but in no event later than sixty (60) days after notification of request for arbitration having been submitted. This deadline can be extended only with the consent of all the parties to the dispute, or by decision of the Arbitrator upon a showing of emergency circumstances.
- 4. Procedure:** The Arbitrator shall conduct the hearing that will resolve disputes in a prompt, cost efficient manner giving due regard to the rights of all parties. Each party shall supply to the Arbitrator a written pre-hearing statement, which shall contain a brief statement of the nature of the claim or defense, a list of witnesses and exhibits, a brief description of the subject matter of the testimony of each witness who will be called to testify, and an estimate as to the length of time that will be required for the arbitration hearing. The Arbitrator shall determine the nature and scope of discovery, if any, and the manner of presentation of relevant evidence consistent with the deadlines provided herein, and the parties' objective that disputes be resolved in a prompt and efficient manner. The Arbitrator, upon proper application, shall issue such orders as may be necessary and permissible under law to protect confidential, proprietary, or sensitive materials or information from public disclosure or other misuse. Any party may make application to the Maricopa County Superior Court to have a protective order entered as may be appropriate to conform to such orders of the Arbitrator.
- 5. Hearing Days:** To effectuate the parties' goals, the hearing once commenced, will proceed from business day to business day until concluded, absent a showing of emergency circumstances.

6. **Award:** The Arbitrator shall within ten (10) days from the conclusion of any hearing issue its award. The award shall include an allocation of fees and costs pursuant to the Binding Arbitration Procedure paragraph herein. Any award providing for deferred payment shall include interest at the rate of ten (10%) percent per annum. The award is to be rendered in accordance with the Agreement and the laws of the State of Arizona.
 7. **Scope of Award:** The Arbitrator shall be without authority to award punitive damages, and any such punitive damage award shall be void. The Arbitrator shall also be without authority to issue an award against any individual party in excess of \$500,000, exclusive of interest, arbitration fees, costs, and attorney's fees. If an award is made against any individual party in excess of \$50,000, exclusive of interest, arbitration fees, costs and attorneys' fees, it must be supported by written findings of fact, conclusions of law and statement as to how damages were calculated.
 8. **Jurisdiction:** The Arbitrator shall not be bound for jurisdictional purposes by the amount asserted in any party's claim, but shall conduct a preliminary hearing into the question of jurisdiction upon application of any party at the earliest convenient time, but not later than the commencement of the arbitration hearing.
 9. **Entry of Judgment:** Any party can make application to the Maricopa County Superior Court for confirmation of any award and for entry of judgment on it.
 10. **Severance and Joinder:** To reduce the possibility of inconsistent adjudications, the Arbitrator, may at the request of any party, join and/or sever parties, and/or claims arising under other Agreements containing this ADR provision, and the Arbitrator may, on his own authority, join or sever parties and/or claims subject to this ADR process as they deem necessary for a just resolution of the dispute, consistent with the parties' goal of the prompt and efficient resolution of disputes. Nothing herein shall create the right by any party to assert claims against another party not recognized under the substantive law applicable to the dispute. The Arbitrator is not authorized to join to the proceeding parties not in privity with CITY.
- C. APPEAL TO MARICOPA COURTS:** Any party may appeal errors of law by the Arbitrator if, but only if, the errors arise in an award in excess of \$100,000; the exercise by the Arbitrator of any powers contrary to or inconsistent with the Agreement; or any of the grounds provided in A.R.S. 12-1512. Appeals shall be to the Maricopa County Superior Court within fifteen (15) days of entry of the award. The standard of review in such cases shall be that applicable to the consideration of a motion for judgment notwithstanding the verdict, and the Maricopa County Superior Court shall have the authority to confirm, vacate, modify or remand an award appealed under this section.
- D. UNIFORM ARBITRATION ACT:** Except as otherwise provided herein, binding arbitration pursued under this provision shall be governed by the Uniform Arbitration Act as enacted in Arizona in A.R.S. 12-1501, et. seq.
- E. FEES AND COSTS:** Each party shall bear its own fees and costs in connection with any internal dispute resolution procedure. All fees and costs associated with any arbitration before the Arbitrator, including without limitation, the Arbitrator's fees, the prevailing party's attorneys' fees, expert witness fees and costs, will be paid by the non-prevailing party, except as provided for herein. The determination of prevailing and non-prevailing parties, and the appropriate allocation of fees and costs, will be included in the award by the Arbitrator.
- F. EQUITABLE LITIGATION:** Notwithstanding any other provision of ADR to the contrary, any party may petition the Maricopa County Superior Court for interim equitable relief as necessary to preserve the status quo and prevent immediate and irreparable harm to a party.

or to ongoing work pending resolution of a dispute pursuant to ADR provided for herein. No court may order any permanent injunctive relief except as may be necessary to enforce an order or award entered by the Arbitrator. The fees and costs incurred in connection with any such equitable proceeding shall be determined and assessed in pursuant to the Alternative Dispute Resolution provisional of this Agreement.

12. **INDEMNIFICATION:** To the fullest extent permitted by law, CONTRACTOR shall defend, indemnify and hold harmless the City of Chandler, its Mayor and Council, appointed boards and commissions, officials, officers, employees individually and collectively; from and against all losses, claims, suits, actions, payments and judgments, demands, expenses, damages, including consequential damages and loss of productivity, attorney's fees, defense costs, or actions of any kind and nature relating to, arising out of, or alleged to have resulted from CONTRACTOR'S work or services. CONTRACTOR'S duty to defend, hold harmless and indemnify the City of Chandler, its Mayor and Council, appointed boards and commissions, officials, officers, employees shall arise in connection with any claim or amounts arising or recovered under Worker Compensation Laws, damage, loss or expenses relating to, arising out of or alleged to have resulted from any acts, errors, mistakes, omissions, work or services in the performance of this Contract including any employee of CONTRACTOR, anyone directly or indirectly employed by them or anyone for whose acts CONTRACTOR may be liable, regardless of whether it is caused in part by a party indemnified hereunder, including the City of Chandler. IT IS THE INTENTION OF THE PARTIES to this contract that the City of Chandler, its Mayor and Council, appointed boards and commissions, officials, officers, employees, individually and collectively, are to be indemnified against their own negligence unless and except their negligence is found to be the sole cause of the injury to persons or damages to property.
13. **NOTICES:** All notices or demands required to be given pursuant to the terms of this Contract shall be given to the other party in writing, delivered by hand or registered or certified mail, at the addresses set forth below, or to such other address as the parties may substitute by written notice given in the manner prescribed in this paragraph

In the case of CITY
Department: Fire
Contact: Rob McLeod
Mailing Address: PO Box 4008 MS 801
Physical Address: 221 E. Benson Street
City, State, Zip: Chandler, AZ 85224
Phone: 480-782-2137
FAX: 480-782-2125

In the case of the CONTRACTOR
Firm Name: United Fire Equipment Company
Contact: Barry Richardson
Address: 1126 W. Gemini Drive
City, State, Zip: Tempe, AZ 85283
Phone: 480-491-5780
FAX: 480-491-5907

Notices shall be deemed received on date delivered, if delivered by hand, and on the delivery date indicated on receipt if delivered by certified or registered mail.

14. **GENERAL TERMS:**

- 14.1. **Entire Agreement:** This Contract, including Exhibit A attached hereto, constitutes the entire understanding of the parties and supersedes all previous representations, written or oral, with respect to the services specified herein. This Contract may not be modified or amended except by a written document, signed by authorized representatives or each party.
- 14.2. **Arizona Law:** This Contract shall be governed and interpreted according to the laws of the State of Arizona.
- 14.3. **Assignment:** Services covered by this Contract shall not be assigned in whole or in part without the prior written consent of CITY

14.4. Amendments: The Contract may be modified only through a written Contract Amendment executed by authorized persons for both parties. Changes to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by a person who is not specifically authorized by CITY in writing or made unilaterally by the CONTRACTOR are violations of the Contract and of applicable law. Such changes, including unauthorized written Contract Amendments shall be void and without effect, and the CONTRACTOR shall not be entitled to any claim under this Contract based on those changes

14.5. Conflict of Interest:

14.5.1 No Kickback: CONTRACTOR warrants that no person has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee; and that no member of City Council or any employee of CITY has any interest, financially or otherwise, in the firm unless this interest has been declared pursuant to the provisions of A.R.S. Section 38-501 Any such interests were disclosed in CONTRACTOR'S proposal to CITY.

14.5.2 Kickback Termination: CITY may cancel this Contract, without penalty or obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating the agreement on behalf of CITY'S departments or agencies is, at any time while the Contract or any extension of the Contract is in effect, an employee of any other party to the Contract in any capacity or a CONTRACTOR to any other party to the Contract with respect to the subject matter of the Contract. The cancellation shall be effective when written notice from CITY is received by all other parties to the Contract, unless the notice specifies a later time (A.R.S. §38-511).

14.5.3 No Conflict: CONTRACTOR stipulates that its officers and employees do not now have a conflict of interest and it further agrees for itself, its officers and its employees that it will not contract for or accept employment for the performance of any work or services with any individual business, corporation or government unit that would create a conflict of interest in the performance of its obligations pursuant to this project.

14.6. Independent CONTRACTOR: The CONTRACTOR under this Contract is an independent contractor. Neither party to this Contract shall be deemed to be the employee or agent of the other party to the Contract

14.7. No Parole Evidence: This Contract is intended by the parties as a final and complete expression of their agreement No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document and no other understanding either oral or in writing shall be binding

14.8. Authority: Each party hereby warrants and represents that it has full power and authority to enter into and perform this Contract, and that the person signing on behalf of each has been properly authorized and empowered to enter this Contract. Each party further acknowledges that it has read this Contract, understands it, and agrees to be bound by it.

15. GENERAL TERMS:

15.1. Ownership. All deliverables and/or other products of the Contract (including but not limited to all software documentation, reports, records, summaries and other matter and materials prepared or developed by CONTRACTOR in performance of the Contract) shall be the sole, absolute and exclusive property of CITY, free from any claim or retention of right on the part of CONTRACTOR, its agents, sub-contractors, officers or employees

15.2. Entire Agreement. This Agreement, including Exhibit A attached hereto, constitutes the entire understanding of the parties and supersedes all previous representations, written or oral, with

respect to the services specified herein. This Agreement may not be modified or amended except by a written document, signed by authorized representatives of each party

15.3. Arizona Law. This Agreement shall be governed and interpreted according to the laws of the State of Arizona.

15.4. Assignment: Services covered by this Agreement shall not be assigned in whole or in part without the prior written consent of the CITY

15.5. Amendments. The Contract may be modified only through a written Contract Amendment executed by authorized persons for both parties. Changes to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by a person who is not specifically authorized by the City in writing or made unilaterally by the CONTRACTOR are violations of the Contract. Any such changes, including unauthorized written Contract Amendments shall be void and without effect, and the CONTRACTOR shall not be entitled to any claim under this Contract based on such changes.

15.6. Independent CONTRACTOR. The CONTRACTOR under this Contract is an Independent CONTRACTOR. Neither party to this Contract shall be deemed to be the employee or agent of the other party to the Contract

15.7. No Parole Evidence. This Contract is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document and no other understanding either oral or in writing shall be binding.

15.8. Authority: Each party hereby warrants and represents that it has full power and authority to enter into and perform this Agreement, and that the person signing on behalf of each has been properly authorized and empowered to enter this Agreement. Each party further acknowledges that it has read this Agreement, understands it, and agrees to be bound by it.

IN WITNESS WHEREOF, the parties have hereunto subscribed their names to this 15
day of ~~July~~ August 2008.

FOR THE CITY OF CHANDLER


MAYOR

FOR THE CONTRACTOR

By: 

Signature

ATTEST:

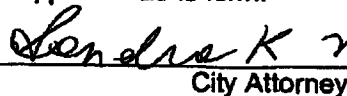

City Clerk

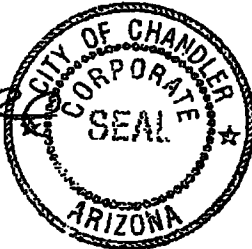
SEAL

ATTEST: If Corporation

Secretary

Approved as to form:


City Attorney



**EXHIBIT A
TECHNICAL SPECIFICATIONS/PRICING**

CONTRACTOR shall provide measuring services at CONTRACTOR's facility for all authorized Chandler Fire personnel.

CONTRACTOR shall provide installation of patches, hemming of pants and other minor alterations of garments as needed at no additional charge

CITY shall provide patches for installation on garments. CONTRACTOR shall chain-stitch patches 1" below the top shoulder seam of sleeve and centered on the outer facing of sleeve.

CONTRACTOR shall provide silk-screening (no iron-on) of Chandler logos as necessary on garments at no additional charge. Silk-screens shall be white in color and be heat resistant and durable under wash and wear for blue shirts and silk-screens shall be navy blue in color for white shirts and be heat resistant and durable under wash and wear. Silk-screens for Fire Investigator navy blue t-shirts shall be golden yellow. CITY will provide artwork for all required logos, but will not pay for set-up fees or artwork for silk-screens.

CONTRACTOR shall provide embroidery for Chief Officer polo shirts (white shirt with navy blue embroidery and blue shirt with white embroidery) on the front of shirts with no billboard on the back. CITY will provide artwork for all required logos, but will not pay for set-up fees or artwork for embroidery.

CONTRACTOR shall provide the following items on an as-needed basis for all authorized Chandler Fire personnel:

1. **Polo Shirt with Pocket:** Port Authority, or approved equal. Polo shirts to be embroidered with logo, name and rank OR to be screened with logo, name, rank, sleeve (paramedic patch) and back billboard. Brand/Product No.: Port Authority K420P

<u>Size</u>	<u>Est. Qty</u>	<u>Unit Price</u>
A. Med - XL (screened)	150	\$30.05
B. Oversize/tall charge (screened)		\$32.05
C. Med - XL (embroidered)		\$30.05
D. Oversize/tall charge (embroidered)		\$32.05

2. **Long-sleeve Polo Shirt with Pocket:** Port Authority, or approved equal. Long-sleeve polo shirts to be embroidered with logo, name and rank OR to be screened with logo, name, rank, sleeve (paramedic patch) and back billboard. Brand/Product No.: Port Authority K320

<u>Size</u>	<u>Est. Qty</u>	<u>Unit Price</u>
A. Med - XL (screened)	150	\$30.95
B. Oversize/tall charge (screened)		\$32.95
C. Med - XL (embroidered)		\$30.95
D. Oversize/tall charge (embroidered)		\$32.95

3. **Non-sworn Shirt with Pocket:** Ultra Club 8199, or approved equal. Shirt to be embroidered with logo, name and rank OR to be screened with logo, name, rank, sleeve (paramedic patch) and back billboard. Brand/Product No.: Ultra Club 8199

	<u>Size</u>	<u>Est. Qty</u>	<u>Unit Price</u>
A.	Med - XL (screened)	50	\$30.95
B.	Oversize/tall charge (screened)		\$32.95
C.	Med - XL (embroidered)		\$30.95
D.	Oversize/tall charge (embroidered)		\$32.95

4. **Long-sleeve T-shirt with Pocket:** Port & Company, or approved equal. T-shirts to be screened with logo, name, rank, sleeve (paramedic patch) and back billboard.
Brand/Product No.: Port & Company PC611SP

	<u>Size</u>	<u>Est. Qty</u>	<u>Unit Price</u>
A	Med - XL	220	\$15.60
B.	Oversize/tall charge		\$17.60

5. **Short-sleeve T-shirt with Pocket:** Port & Company, or approved equal. T-shirts to be screened with logo, name, rank, sleeve (paramedic patch) and back billboard.
Brand/Product No.: Port & Company PC61P

	<u>Size</u>	<u>Est. Qty</u>	<u>Unit Price</u>
A.	Med - XL	660	\$11.00
B	Oversize/tall charge		\$13.00

6. **Job Shirt:** Game Workwear, or approved equal. Shirt to be embroidered with logo, name and rank. Brand/Product No.: Game Workwear 850P

	<u>Size</u>	<u>Est. Qty</u>	<u>Unit Price</u>
A	Med - XL	165	\$78.95
B.	Oversize/tall charge		\$81.95

7. **Sweatshirt:** Pull over, navy blue, minimum 90% cotton. Russell Athletics or approved equal. Sweatshirts to be screened with logo, name, rank, sleeve (paramedic patch) and back billboard.
Brand/Product No.: Sportec F280 or Russell Athletics (pricing on request and delivery 45-90 days)

	<u>Size</u>	<u>Est. Qty</u>	<u>Unit Price</u>
A.	Med - XL	220	\$30.65
B.	Oversize/tall charge		\$32.65

8. **Sweatshirt:** Hooded, zip, navy blue, minimum 90% cotton. Russell Athletics or approved equal. Sweatshirts to be screened with logo, name, rank, sleeve (paramedic patch) and back billboard.
Brand/Product No.: Hanes F283 or Russell Athletics (pricing on request and delivery 45-90 days)

	<u>Size</u>	<u>Est. Qty</u>	<u>Unit Price</u>
A	Med - XL	220	\$31.95
B	Oversize/tall charges		\$33.95

9. **PT Sweatpants:** Russell Athletics, or approved equal. Sweatpants to be screened with logo on leg. Brand/Product No.: Jerzees 4850MP or Russell Athletics (pricing on request and delivery 45-90 days)

	<u>Size</u>	<u>Est. Qty</u>	<u>Unit Price</u>
A.	S - XL	155	\$19.00
B.	Oversize/tall charge		\$21.00

10. **PT Shorts:** with/without pocket, Softe or approved equal. Shorts to be screened with logo on leg. Brand/Product No.: Softe M041 (without pocket) or Anvil 122 (with pocket)

	<u>Size</u>	<u>Est. Qty</u>	<u>Unit Price</u>
A.	S - XL	110	\$11.69
B.	Oversize charge		\$13.69

11. **Station Shorts:** Lion 0148NVY, or approved equal. Brand/Product No : Blauer 8251 or Lion 0148

	<u>Size</u>	<u>Est. Qty</u>	<u>Unit Price</u>
A.	Various	880	\$30.10

12. **Cargo Shorts:** Lion 0148PKT, or approved equal. Brand/Product No.: Blauer 8240 or Lion 0148PKT

	<u>Size</u>	<u>Est. Qty</u>	<u>Unit Price</u>
A	Various	880	\$43.15

13. **Cargo Pants:** Lion BDU 235, or approved equal Brand/Product No : Lion BDU235

	<u>Size</u>	<u>Est. Qty</u>	<u>Unit Price</u>
A.	Various	880	\$56.00

14. **Cotton Western Cut Jean:** 100% cotton, navy blue, NFPA compliant. Brand/Product No.: Lion 2200, Lakeland CP07113 or Blauer 8250

	<u>Size</u>	<u>Est. Qty</u>	<u>Unit Price</u>
A.	Various	880	\$36.95

15. **Regular Cut Pant:** 100% cotton, navy blue, NFPA compliant. Lion 150, or approved equal Brand/Product No.: Lion 150

	<u>Size</u>	<u>Est. Qty</u>	<u>Unit Price</u>
A.	Various	880	\$36.95

16. **Regular Cut Pant:** Nomex, navy blue, NFPA compliant Lion 2101A or Flying Cross 98200, or approved equal. Brand/Product No.: Lion 2101A or Flying Cross 98200

	<u>Size</u>	<u>Est. Qty</u>	<u>Unit Price</u>
A.	Various	880	\$83.00

17. **Brush Pant:** Barrier Wear #4070px10c, or approved equal. Brand/Product No : Barrier Wear 4070PX10C

	<u>Size</u>	<u>Est. Qty</u>	<u>Unit Price</u>
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A. Med - XXXL 155 \$129.95

18. Khaki Advance Brush Pant: Barrier Wear BAR4065E-10F, or approved equal Brand/Product No.: Barrier Wear BAR4065E-10F

<u>Size</u>	<u>Est. Qty</u>	<u>Unit Price</u>
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A. Med - XXXL	55	\$165.95
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19. Dress Shirts: Elbeco CA03/CA66, short sleeve, or approved equal. Brand/Product No.: Elbeco CA03-CA66

<u>Size</u>	<u>Est. Qty</u>	<u>Unit Price</u>
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A 14 -20 (Including ½ sizes)	55	\$22.00
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B. Oversize/tall charges		\$22.00
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20. Dress Shirts: Elbeco CA23/CA99, long sleeve, or approved equal. Brand/Product No.: Elbeco CA23/CA99

<u>Size</u>	<u>Est. Qty</u>	<u>Unit Price</u>
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A. 14 -20 (Including ½ sizes)	55	\$24.00
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B Oversize/tall charges		\$24.00
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21. Dress Pants: Elbeco E314-R, or approved equal. Brand/Product No.: Elbeco E314

<u>Size</u>	<u>Est. Qty</u>	<u>Unit Price</u>
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A. Various	55	\$31.00
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22. Dress Uniform Coat: Flying Cross FEC17B8696C, or approved equal. Coats to have metallic buttons, metallic stripes on sleeves and metallic maltese crosses for each 5 years of service embroidered. Brand/Product No.: Flying Cross FEC17B8696C

<u>Size</u>	<u>Est. Qty</u>	<u>Unit Price</u>
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A Various	55	\$264.95
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23. Dress Uniform Pant: Flying Cross FEC28P8696, or approved equal. Brand/Product No.: Flying Cross FEC28P8696

<u>Size</u>	<u>Est. Qty</u>	<u>Unit Price</u>
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A Various	55	\$76.95
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24. Dress Shoe: Thorogood THO834-6100, or approved equal. Brand/Product No.: Thorogood 834-6100

<u>Size</u>	<u>Est. Qty</u>	<u>Unit Price</u>
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A Various	55	\$82.95
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25. Dress Uniform Hat: Sentry Uniform Cap Company SENF303, or approved equal Hat shall have metallic band and buttons. Brand/Product No.: Sentry SENF303

<u>Size</u>	<u>Est. Qty</u>	<u>Unit Price</u>
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A. Various	55	\$46.95
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26. Dress Uniform Hat Badge (with screw back): Brand/Product No.: Blackington 2858

	<u>Size</u>	<u>Est. Qty</u>	<u>Unit Price</u>
A.	Various	55	\$19.95

27. **Ties:** Samuel Broom, or approved equal. Clip-on, tie and crossover Brand/Product No.: Samuel Broom 90078-61

	<u>Size</u>	<u>Est. Qty</u>	<u>Unit Price</u>
A.	One size	45	\$3.25

28. **Brass Collar Set:** Blackington, or approved equal. Two bugles side-by-side and rank models J51, J52, J53, J54 and J55. Brand/Product No.: Blackington J51-J55

	<u>Size</u>	<u>Est. Qty</u>	<u>Unit Price</u>
	Bugles	40	\$6.95
	Rank		\$no charge

29. **Engraved Name Tags:** Blackington models J3, J5 and J6, or approved equal Brand/Product No.: Blackington J3/J5/J6

		<u>Est. Qty</u>	<u>Unit Price</u>
A.	Silver or Gold, 2 lines, J3	30	\$6.95
B.	Silver or Gold, 1 line, J5		\$6.95
C.	Silver or Gold, "Serving Since", J6		\$6.95

30. **Belts:** A. Chambers 6010, leather, or approved equal. Brand/Product No.: Chambers CHA6010-01

B. Wilderness WTP25-2-01, webbing, or approved equal. Brand/Product No.: Wilderness WTP25-2-01

	<u>Size</u>	<u>Est. Qty</u>	<u>Unit Price</u>
A.	Various	85	\$9.00
B.	Various	85	\$29.00

31. **Knit Watch Cap with embroidered logo and Chandler Fire:** Otto, or approved equal. Brand/Product No.: Otto CP94

	<u>Size</u>	<u>Est. Qty</u>	<u>Unit Price</u>
A.	One size	55	\$10.95

32. **Ball Cap with embroidered logo and Chandler Fire:** Adjustable, 6 panel twill. Brand/Product No.: Otto

	<u>Size</u>	<u>Est. Qty</u>	<u>Unit Price</u>
A	N/A	140	\$14.75

33. **Ball Cap with embroidered logo and Chandler Fire:** Flex-Fit, 6 panel. Brand/Product No.: Flex-Fit Yupoong 6277

	<u>Size</u>	<u>Est. Qty</u>	<u>Unit Price</u>
A	N/A	140	\$14.75

- 34. Boonie Hat with embroidered logo and Chandler Fire:** Atlas Headwear, or approved equal
Brand/Product No.: TrueSpec

	<u>Size</u>	<u>Est. Qty</u>	<u>Unit Price</u>
A.	S - XL	140	\$19.95

- 35. Visor with embroidered logo and Chandler Fire:** Otto 5569, or approved equal.
Brand/Product No.: Otto 5569

	<u>Size</u>	<u>Est. Qty</u>	<u>Unit Price</u>
A	N/A	140	\$10.95

- 36. Windbreakers:** Port and Company, or approved equal. Nylon shell with flannel lining.
Windbreakers to be screened with logo, name, rank, sleeve (paramedic patch) and back
billboard. Brand/Product No : Port & Company JP71

	<u>Size</u>	<u>Est. Qty</u>	<u>Unit Price</u>
A.	Med - XL	85	\$36.95
B.	Oversize charges		\$38.95

- 37. Chief Officer Winter Jacket:** Ultra Duty 59130, or approved equal. Winter jackets to be
embroidered with logo, name and rank with gold FD rank buttons. Brand/Product No.: Flying
Cross 59130

	<u>Size</u>	<u>Est. Qty</u>	<u>Unit Price</u>
A.	Med - XXXL	5	\$129.95

- 38. Fleece-lined Jacket:** LA Lovino or Tri Mountain #8800, or approved equal. Jackets to be
embroidered with logo, name, rank and back billboard. Brand/Product No : Tri Mountain 8800

	<u>Size</u>	<u>Est. Qty</u>	<u>Unit Price</u>
A	Med - XL	45	\$88.95
B.	Oversize charge		\$90.95

- 39. Various Work boots:** Black leather, safety toe, 4, 6 or 8-inch ankle height. Side zipper option
Thorogood, Dr. Marten, SW Eagle, Pro Warrington or approved equal
Brand/Product No.: see below

	<u>Size</u>	<u>Est. Qty</u>	<u>Unit Price</u>
A.	4-15, various widths (Thorogood)	165	\$63.95
B.	4-15, various widths (Dr. Marten)		\$119.95
C.	4-15, various widths (SW Eagle)		\$129.95
D.	4-15, various widths (Pro Warrington)		\$87.95

- 40. Extrication Gloves:** Ringers #323, or approved equal. Brand/Product No.: Ringers 323

	<u>Size</u>	<u>Est. Qty</u>	<u>Unit Price</u>
A.	S - XXL	140	\$41.95

CITY OF CHANDLER
CHANGE ORDER TO AGREEMENT
FIRE DEPARTMENT UNIFORMS
NO FA9-340-2643

It is mutually agreed by and between the City of Chandler, hereinafter called CITY, and United Fire Equipment company, hereinafter called CONTRACTOR, that the AGREEMENT for Fire Department Uniforms No FA9-340-2643, is hereby amended to add the following items:

41. Extrication Suit, Coverall. #FIRWCXFRC	\$320.00 each
42. Extrication Coat, Shirt/coat. #FIRWCXJIC	\$190.00 each
43. Extrication Pant, Pant. #FIRWCXPIC	\$165.00 each
44. Turnout Boot. Cosmos #SSF14	\$250.00 per pair
45. Turnout Boot. Lacrosse #12900	\$250.00 per pair
46. Turnout Boot. Globe #1201400	\$300.00 per pair
47. Turnout Boot. Haix #501601	\$250.00 per pair

All terms and conditions in the original Agreement not specifically amended herein shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names this 8 day of December, 2008.

CITY OF CHANDLER

By: Robert Combr

Title: Purchasing Manager

UNITED FIRE EQUIPMENT COMPANY

By: Larry D. Ash

Title: Territory Sales Manager

05-455

AMENDMENT NUMBER ONE
TO AGREEMENT #FA9-340-2843 BETWEEN THE CITY OF CHANDLER AND UNITED
FIRE EQUIPMENT COMPANY
FOR FIRE UNIFORMS

This Amendment #1 to that certain Agreement Between the City Of Chandler (CITY) and
United Fire Equipment Company for fire uniforms dated August 15, 2009 and is entered
into this 4 day of Aug 2009

NOW THEREFORE, the parties agree as follows:

1. Section 6 is hereby amended to extend the contract for one year for the term
August 15, 2009 through August 14, 2010
2. All terms and conditions in the original Agreement not specifically amended herein
shall be incorporated by reference in its entirety and shall remain in full force and
effect.

4 IN WITNESS WHEREOF, the parties have hereunto subscribed their names this
day of Aug 2009

CITY OF CHANDLER:

By: [Signature]

Mayor

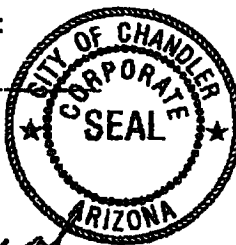
CONSULTANT:

By: [Signature]

Title: Branch Manager

APPROVED AS TO FORM:

[Signature]
City Attorney



ATTEST: (If corporation)

ATTEST:

[Signature]
City Clerk

Secretary

WITNESS: (If individual or
Partnership)

[SEAL]

CITY OF CHANDLER
CHANGE ORDER #2 TO AGREEMENT
FIRE DEPARTMENT UNIFORMS
NO. FA9-340-2643

It is mutually agreed by and between the City of Chandler, hereinafter called CITY, and United Fire Equipment company, hereinafter called CONTRACTOR, that the AGREEMENT for Fire Department Uniforms No FA9-340-2643, is hereby amended to add the following items:

48. Large Gear Bag, Red. #PLSLFAC 001 RED \$42.07 each

All terms and conditions in the original Agreement not specifically amended herein shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names this 6 day
of January, 2009

CITY OF CHANDLER

By: Robert Combs

Title: Purchasing Manager

UNITED FIRE EQUIPMENT COMPANY

By: Myra A. Rush

Title: General Sales Manager

CITY OF CHANDLER
CHANGE ORDER #3 TO AGREEMENT
FIRE DEPARTMENT UNIFORMS
NO FA9-340-2643

It is mutually agreed by and between the City of Chandler, hereinafter called CITY, and United Fire Equipment company, hereinafter called CONTRACTOR, that the AGREEMENT for Fire Department Uniforms No. FA9-340-2643, is hereby amended to add the following items:

- | | | | |
|-----|---|-------------------------|-------------|
| 49. | Blauer navy polo short sleeve 8314 with screening
(Senior Staff Personnel Only) | \$30.05 S-XL | \$32.05 XXL |
| 50. | Blauer navy polo long sleeve 8144 with screening
(Senior Staff Personnel Only) | \$30.95 S-XL | \$32.95 XXL |
| 51. | Blauer navy polo short sleeve 8314 with embroidery
(Senior Staff Personnel Only) | \$30.05 S-XL | \$32.05 XXL |
| 52. | Blauer navy polo long sleeve 8144 with embroidery
(Senior Staff Personnel Only) | \$30.95 S-XL | \$32.95 XXL |
| 53. | Port and Company skull cap CP95 | \$10.95 (all personnel) | |
| 54. | Rapid Dry polo L455 with screening
(Senior Staff Personnel Only) | \$39.95 S-XL | \$43.95 XXL |

All terms and conditions in the original Agreement not specifically amended herein shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names this 17 day of March, 2010

CITY OF CHANDLER

By: Robert Combr

Title: Purchasing Manager

UNITED FIRE EQUIPMENT COMPANY

By: Tanya Bush

Title: Branch Manager

EXHIBIT B
SPECIFIC REQUIREMENTS/OPTIONS OF TOWN

1. **Polo Shirt with Pocket:** Port Authority K420P, or approved equal. Polo shirts to be screened with logo, name, rank, sleeve (paramedic patch) and back billboard. Med - XL \$30.05, B. Oversize/tall (screened) \$32.05
2. **Long-sleeve Polo Shirt with Pocket:** Port Authority K320, or approved equal. Long-sleeve polo shirts to be screened with logo, name, rank, sleeve (paramedic patch) and back billboard. A. Med - XL \$30.95, B. Oversize/tall \$32.95
3. **Long-sleeve T-shirt with Pocket:** Port & Company PC611SP or approved equal 100% Cotton Navy-Blue T-shirt; to be screened with logo, name, rank, sleeve (paramedic patch) and back billboard. A. Med - XL \$15.60, B. Oversize/tall \$17.60
4. **Short-sleeve T-shirt with Pocket:** Port & Company PC61P or approved equal 100% Cotton Navy-Blue T-shirt; to be screened with logo, name, rank, sleeve (paramedic patch) and back billboard. A. Med - XL \$11.00, B. Oversize/tall charge \$13.00
5. **Sweatshirt:** Pull over, navy blue, minimum 90% cotton or approved equal. Sweatshirts to be screened with logo, name, rank, sleeve (paramedic patch) and back billboard. A. Med - XL \$30.65, B. Oversize/tall \$32.65
6. **Sweatshirt:** Hooded, zip, navy blue, minimum 90% cotton or approved equal. Sweatshirts to be screened with logo, name, rank, sleeve (paramedic patch) and back billboard. A. Med - XL \$31.95, B. Oversize/tall \$33.95
7. **PT Sweatpants:** Jerzees or approved equal. Sweatpants to be screened with logo on leg. Jerzees 4850MP A. S-XL \$19.00, B. Oversize/tall \$21.00
8. **PT Shorts:** with/without pocket, Softe or approved equal. Screened with logo on leg. Softe M04I (without pocket) or Anvil 122 (with pocket) A. S-XL \$11.69, B. Oversize \$13.69
9. **Station Shorts:** Lion 0148, or approved equal and shall have the Gilbert logo embroidered on the leg. A. \$30.10 B. Embroidery \$5.00
10. **Cargo Shorts:** Lion0418KT, or approved equal and shall have the Gilbert logo embroidered on the leg. A. \$43.15 B. Embroidery \$5.00
11. **Cotton Western Cut Jean:** 100% cotton, navy blue, NFPA compliant. Lion 2200 A. \$36.95
12. **Brush Pant:** Firedex CEPNOMPTT, or approved equal, A. Med - XXXL \$143.00

13. **Dark Blue Dress Shirt:** FEC35W5456 w/name and badge tab, or approved equal. A. 33.95
14. **Dress Shirts:** Elbeco CA03ICA66, short sleeve, or approved equal. Elbeco CA03-CA66 A. (Including *W* sizes) \$22.00, B. Oversize/tall \$22.00
15. **Dress Shirts:** Elbeco CA23ICA99, long sleeve, or approved equal. A. 14 -20 (Including *X* sizes) 55 \$24.00, B. Oversize/tall \$24.00
16. **Dress Pants:** Elbeco E314-R, or approved equal A. \$31.00
17. **Dress Uniform Coat:** Flying Cross FEC17B8696C, or approved equal. Coats to have metallic buttons, full metallic stripes on sleeves and metallic maltese crosses for each 5 years of service embroidered. A. \$264.95
18. **Dress Uniform Pant:** Flying Cross FEC28P8696, or approved equal A. \$76.95
19. **Dress Uniform Skirt:** Flying Cross 4800S, or approved equal. A. 76.95
20. **Dress Shoe:** Bates BAT111/13E BAT111, or approved equal. A. \$82.95
21. **Dress Uniform Hat:** Sentry Uniform Cap Company SENF303, or approved equal. Hat shall have metallic band and buttons. A. \$46.95
22. **Dress Uniform Hat Badge (with screw back):** Blackington 2858 A. \$19.95
23. **Ties:** Samuel Broom 90078-61, or approved equal. Clip-on, and crossover. A. One size \$3.25
24. **Brass Collar Set:** Blackington, or approved equal. Two bugles side-by-side and rank models J51, J52, J53, J54 and J55 Bugles \$6.95, Rank/no charge
25. **Engraved Name Tags:** Blackington models J3, J5 and J6, or approved equal. A. Silver or Gold, 2 lines, J3 30 \$6.95, B. Silver or Gold, 1 line, J5 \$6.95, C. Silver or Gold, "Serving Since", J6 \$6.95
26. **Belts:** A. Chambers CHA 6010-01, leather, or approved equal. B. Wilderness WTP25-2-01, webbing, or approved equal. Wilderness WTP25-2-01 A. \$9.00, B. \$29.00
27. **Knit Watch Cap embroidered with Gilbert Fire Department:** Otto CP94, or approved equal. Cap may be embroidered with first name initial and full last name only. A. One size \$10.95 B. Embroidery \$4.00

- 28 Ball Cap embroidered with Gilbert Fire Department:** Adjustable, 6 panel twill. Cap may be embroidered with first name initial and full last name only. A. \$14.75 B. Embroidery \$4.00
- 29. Ball Cap embroidered with Gilbert Fire Department:** Flex-Fit, 6 panel. Flex-Fit Yupoong 6277, Cap may be embroidered with first name initial and full last name only. A. \$14.75 B. Embroidery \$4.00
- 30. Boonie Hat embroidered with Gilbert Fire Department:** Atlas Headwear, or approved equal. Cap may be embroidered with first name initial and full last name only. A. S-XL \$19.95 B. Embroidery \$4.00
- 31. Windbreakers:** Port and Company JP71, or approved equal. Nylon shell with flannel lining. Windbreakers to be screened with logo, name, rank, sleeve (paramedic patch) and back billboard. A. Med - XL \$36.95, B. Oversize \$38.95,
- 32. Fleece-lined Jacket:** LA Lovino or Tri Mountain #8800, or approved equal. Jackets to be embroidered with logo, name, rank and back billboard. A. Med - XL 45 \$88.95, B. Oversize \$90.95
- 33. Work Boots:** Black leather, safety toe, 4, 6 or 8-inch ankle height. Side zipper option
- A. Dr. Martin DRM0072W2661/6UK DRM0072W2661 \$119.95, or approved equal
 - B. Bates BAT2264119.95, or approved equal
 - C. Southwest Boots SWBFFB 200 \$129.95, or approved equal
 - D. Caterpillar CATP89/CATP8945 \$83.95, or approved equal
 - E. Red Back REDUSABK \$119.95, or approved equal
- 34. Extrication Gloves:** Ringers #323, or approved equal. A. S - XXL 140 \$41.95,